

<i>SERFF Tracking Number:</i>	<i>TRVD-125899072</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Athena Assurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-09-0110-ATH</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>Fiduciary Liability Forms/2008-09-0110-ATH</i>		

Filing at a Glance

Company: Athena Assurance Company

Product Name: General Liability

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-09-0110-ATH

Filing Type: Form

SERFF Tr Num: TRVD-125899072 State: Arkansas

SERFF Status: Closed

Co Tr Num: 2008-09-0110-ATH

Co Status:

Authors: Karen Christiansen,
Kathleen Pohlman, Nancy Sigstad

Date Submitted: 11/21/2008

State Tr Num: EFT \$50

State Status: Fees verified and
received

Reviewer(s): Betty Montesi, Edith
Roberts

Disposition Date: 12/02/2008

Disposition Status: Approved

Effective Date Requested (New): 12/24/2008

Effective Date Requested (Renewal): 01/01/2009

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Fiduciary Liability Forms

Project Number: 2008-09-0110-ATH

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations in your state, our company respectfully submits the attached Commercial General Liability filing for your review and consideration.

Status of Filing in Domicile: Authorized

Domicile Status Comments: None

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

This submission is a revision of three Fiduciary Property Liability endorsements used with our Commercial General Liability Protection form. There is no special rating associated with the use of these forms. Please refer to the enclosed Form Index and Filing Memorandum for additional information.

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We propose to implement these changes with respect to policies effective on or after December 24, 2008 for new business and January 1, 2009 for renewals. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Kathleen Pohlman, Senior Regulatory Analyst	KPOHLMAN@travelers.com
385 Washington Street	(651) 310-5573 [Phone]
St. Paul, MN 55102	(651) 310-4361[FAX]

Filing Company Information

Athena Assurance Company	CoCode: 41769	State of Domicile: Minnesota
385 Washington Street	Group Code: 3548	Company Type:
St. Paul, MN 55102	Group Name:	State ID Number:
(651) 310-7782 ext. [Phone]	FEIN Number: 41-1435765	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 - form filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Athena Assurance Company	\$50.00	11/21/2008	24087125

<i>SERFF Tracking Number:</i>	<i>TRVD-125899072</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Fiduciary Liability Forms/2008-09-0110-ATH</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/02/2008	12/02/2008

<i>SERFF Tracking Number:</i>	<i>TRVD-125899072</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2008-09-0110-ATH</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>Fiduciary Liability Forms/2008-09-0110-ATH</i>		

Disposition

Disposition Date: 12/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125899072 State: Arkansas

Filing Company: Athena Assurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-09-0110-ATH

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: Fiduciary Liability Forms/2008-09-0110-ATH

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Supporting Document	Forms Index	Approved	Yes
Form	Fiduciary Property Liability Limitation Endorsement	Approved	Yes
Form	Fiduciary Property Liability Exclusion Endorsement	Approved	Yes
Form	Fiduciary Property Liability Endorsement	Approved	Yes

SERFF Tracking Number: TRVD-125899072 State: Arkansas

Filing Company: Athena Assurance Company State Tracking Number: EFT \$50

Company Tracking Number: 2008-09-0110-ATH

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: Fiduciary Liability Forms/2008-09-0110-ATH

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Fiduciary Property Liability Limitation Endorsement	43391	09-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 43391 Rev. 1-96 Previous Filing #: 1996-11-0037	0.00	43391_____ 2008-09-01____BITM. PDF
Approved	Fiduciary Property Liability Exclusion Endorsement	43573	09-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 43573 Rev. 1-96 Previous Filing #: 1996-11-0037	0.00	43573_____ 2008-09-01____BITM. PDF
Approved	Fiduciary Property Liability Endorsement	43884	09-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 43884 Rev. 1-96 Previous Filing #: 1996-11-0037	0.00	43884_____ 2008-09-01____BITM. PDF

FIDUCIARY PROPERTY LIABILITY LIMITATION ENDORSEMENT

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are nine changes which are explained below.

1. The following is added to the What This Agreement Covers section. This change limits coverage so that your protection applies to liability for fiduciary property only. We explain what we mean by fiduciary property in this Change 1.

Fiduciary property liability. We'll apply this agreement only to covered injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of fiduciary property;
- operations related to such ownership, maintenance, or use of fiduciary property; or
- your fiduciary or representative duties related to fiduciary property.

Fiduciary property means property in any conservatorship, estate, guardianship, trust, or other fiduciary account for which you are acting in a fiduciary or representative capacity, but only if you have:

- given us written notice of such property; and
- paid any additional premium we have requested.

Fiduciary property also includes property in any conservatorship, estate, guardianship, trust, or other fiduciary account for which you are acting in a fiduciary or representative capacity, if:

- such conservatorship, estate, guardianship, trust, or other fiduciary account is newly formed, acquired, or activated after this agreement begins; or
- such property is newly acquired by such conservatorship, estate, guardianship, trust, or other fiduciary account after this agreement begins;

and for which you're obligated or agree to provide commercial general liability

protection, but only until any of the following first happens:

- 60 days expire after such conservatorship, estate, guardianship, trust, or other fiduciary account is newly formed, acquired, or activated.
- 60 days expire after such property is newly acquired by the conservatorship, estate, guardianship, trust, or other fiduciary account.
- This agreement is canceled or expires.

2. The following is added to the What This Agreement Covers section. This change broadens coverage.

Condominium assessment. We'll pay up to \$5,000 for your share of an assessment charged against all unit owners in your condominium. But only if such assessment results from injury or damage covered by this agreement.

3. The following are added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Trusts. Any conservatorship, estate, guardianship, trust, or other fiduciary account for which you:

- are acting in a fiduciary or representative capacity;
- have given us written notice; and
- have paid to us a specific premium for coverage provided under your policy;

is a protected person.

Co-executors, co-fiduciaries, and co-representatives. Any of your co-executives, co-fiduciaries, or co-representatives are protected persons.

Beneficiaries, conservatees, devisees, distributees, guardians, heirs, legatees, wards, co-owners, life tenants, and principals of fiduciary property. Any:

- beneficiary, conservatee, devisee, distributee, guardian, heir, legatee or ward of a conservatorship, estate,

guardianship, trust, or other fiduciary account; or

- co-owner, life tenant, or principal of fiduciary property;

with whom you have a fiduciary or representative relationship is a protected person.

Other required persons or organizations.

Any person or organization that you are required by written agreement or written contract, under a conservatorship, estate, guardianship, trust, or other fiduciary account to provide insurance, and with whom you have a fiduciary or representative relationship is a protected person.

Receiver of fiduciary property. Any person or organization receiving fiduciary property distributed by a trust, conservatorship, guardianship, or estate is a protected person, but only if:

- the receiver is a person or organization with whom you have had a fiduciary relationship related to such fiduciary property prior to distribution; and
- you are required by written contract, written agreement or other document in place to cover the receiver of such fiduciary property.

However, such person or organization will not be considered a protected person after any of the following first occurs:

- Other insurance for such person or organization takes effect.
- This agreement is canceled or expires.
- 60 days from the date such fiduciary property was first distributed to such person or organization.

4. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Business pursuits. We won't cover injury or damage or medical expenses that result from a protected person's business pursuits. However, we won't apply this exclusion to covered business pursuits.

Covered business pursuits means:

- the business or operations of apartments, farms, or ranches;
- the renting or leasing of real property to others; or
- your fiduciary, representative, or trust operations, or the fiduciary,

representative, or trust operations of any of your co-executors, co-fiduciaries, or co-representatives.

Health care professional services. We won't cover injury or damage or medical expenses that result from the performance of, or failure to perform, any health care professional service.

Health care professional service includes:

- medical, surgical, dental, x-ray, nursing, mental health, psychiatric, chiropractic, holistic, counseling, or other similar health care professional services or treatments, and the furnishing of food or beverages with such services or treatments;
- furnishing or dispensing of medications, drugs, blood, blood products, tissue, or medical, dental, surgical or psychiatric equipment, supplies or appliances;
- the handling of, or the performance of postmortem procedures on, human bodies, including autopsies and the harvesting of organs;
- evaluating, or responding to an evaluation of, the professional qualifications or clinical performance of a provider of any health care professional service when done by or for any of your formal review boards or committees;
- communicating, or failing to communicate, to any of your formal review boards or committees, information that relates to their covered activities; and
- carrying out, or failing to carry out, a decision or directive of any of your formal review boards or committees that relates to their covered activities.

Your formal review boards or committees means any formal review board or committee of yours while performing any of the following.

- Evaluating the professional qualifications or clinical performance of a provider of any health care professional service.
- Promoting and maintaining the quality of any health care professional service being provided.

Oil, gas and minerals. We won't cover bodily injury or property damage that results from any drilling, pumping, or mining operation of:

- underground oil;
- gas, geothermal energy, or other hydrocarbons; or
- minerals.

Drilling, pumping or mining operation includes any work or actual operation for drilling a well or digging a mine, including preparation of the ground and the building of roads and facilities, provided it's followed by the construction or erection of a derrick, installation of equipment, and actual digging or drilling in the ground.

We won't apply this exclusion to bodily injury or property damage that results from the protected person's nonoperating working interest in such underground oil, gas, geothermal energy, or other hydrocarbons or mineral lease for any fiduciary property.

Prior events or offenses. We won't cover any injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of fiduciary property;
- operations related to such ownership, maintenance, or use of fiduciary property; or
- the protected person's fiduciary or representative duties related to fiduciary property;

if the:

- bodily injury or property damage is caused by an event that happened;
- personal injury is caused by a personal injury offense committed;
- advertising injury is caused by an advertising injury offense committed; or
- medical expenses that result from bodily injury are caused by an event that happened;

before the protected person's fiduciary or representative relationship with the conservatorship, estate, guardianship, trust, or other fiduciary account which governs such fiduciary property began.

5. The following is added to the Control of property exclusion. This change excludes coverage.

We'll consider fiduciary property to be property that you own.

6. The following replaces the second bullet of the Control of property exclusion. This change excludes coverage.

We won't cover property damage to premises that any protected person sells, gives away, or abandons if the damage results from any part of those premises. But we won't apply this exclusion part to premises which are their completed work and were never occupied, rented, or held for rental by them.

7. The following replaces the definition of Your products in the Products and completed work total limit section. This change limits coverage.

Your products means any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by:

- you;
- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products includes:

- all containers, equipment, materials, or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your products.

Your products also includes any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by any protected person.

But we won't consider the following to be your products:

- Goods or products that are still in a protected person's physical possession or on a premises that a protected person rents, leases, or borrows from others, or owns.
- Real property.
- Containers that are vehicles provided with or for your products.
- Property that's rented or leased to others.

- Property that a protected person hasn't sold, but which a protected person allows others to use. For example, a vending machine.

8. The following replaces the definition of Your completed work in the Products and completed work total limit section. This change limits coverage.

Your completed work means your work that:

- is completed, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete; or
- has been abandoned by any protected person.

We'll consider your work to be completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Your completed work includes:

- any warranty provided with or for your completed work;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your completed work; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your completed work.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials or parts, or tools.
- Work done in connection with transporting property.
- Any premises or other real property owned by a protected person.
- Any work done to a premises or

other real property that a protected person rents, leases, or borrows from others, or owns.

- Any work while on a premises that a protected person rents, leases, or borrows from others, or owns.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work if:

- the vehicle isn't owned or operated by a protected person;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

We explain the term loading or unloading in the Auto exclusion.

9. The following replaces the definition of Your work in the Products and completed work total limit section. This change limits coverage.

Your work means any:

- work being performed by or for any protected person; or
- service being provided by or for any protected person.

Your work includes:

- all equipment, materials, parts, or tools being provided or used with or for your work;
- any statement being made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions being provided, or that should have been provided, with or for your work.

Other Terms

All other terms of your policy remain the same.

FIDUCIARY PROPERTY LIABILITY EXCLUSION ENDORSEMENT

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Fiduciary property. We won't cover injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of fiduciary property;
- operations related to such ownership, maintenance, or use of fiduciary property; or
- your fiduciary or representative duties related to fiduciary property.

Fiduciary property means property in any conservatorship, estate, guardianship, trust, or other fiduciary account for which you are acting in a fiduciary or representative capacity.

Other Terms

All other terms of your policy remain the same.

FIDUCIARY PROPERTY LIABILITY ENDORSEMENT

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are nine changes which are explained below. All of them apply only in connection with fiduciary property. We explain what we mean by fiduciary property in Change 1.

1. The following is added to the What This Agreement Covers section. This change limits coverage.

Fiduciary property liability. We'll apply this agreement to covered injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of fiduciary property;
- operations related to such ownership, maintenance, or use of fiduciary property; or
- your fiduciary or representative duties related to fiduciary property.

Fiduciary property means property in any conservatorship, estate, guardianship, trust, or other fiduciary account for which you are acting in a fiduciary or representative capacity, but only if you have:

- given us written notice of such property; and
- paid any additional premium we have requested.

Fiduciary property also includes property in any conservatorship, estate, guardianship, trust, or other fiduciary account for which you are acting in a fiduciary or representative capacity, if:

- such conservatorship, estate, guardianship, trust, or other fiduciary account is newly formed, acquired, or activated after this agreement begins; or
- such property is newly acquired by such conservatorship, estate, guardianship, trust, or other fiduciary account after this agreement begins;

and for which you're obligated or agree to provide commercial general liability protection, but only until any of the following first happens:

- 60 days expire after such conservatorship, estate, guardianship, trust, or other fiduciary account is newly formed, acquired, or activated.
- 60 days expire after such property is newly acquired by the conservatorship, estate, guardianship, trust, or other fiduciary account.
- This agreement is canceled or expires.

2. The following is added to the What This Agreement Covers section. This change broadens coverage.

Condominium assessment. We'll pay up to \$5,000 for your share of an assessment charged against all unit owners in your condominium. But only if such assessment results from injury or damage covered by this agreement.

3. The following are added to the Who Is Protected Under This Agreement section, but only for the Fiduciary property liability coverage. This change adds certain protected persons and limits their protection.

Trusts. Any conservatorship, estate, guardianship, trust, or other fiduciary account for which you:

- are acting in a fiduciary or representative capacity;
- have given us written notice; and
- have paid to us a specific premium for coverage provided under your policy;

is a protected person.

Co-executors, co-fiduciaries, and co-representatives. Any of your co-executives, co-fiduciaries, or co-representatives are protected persons.

Beneficiaries, conservatees, devisees, distributees, guardians, heirs, legatees, wards, co-owners, life tenants, and principals of fiduciary property. Any:

- beneficiary, conservatee, devisee, distributee, guardian, heir, legatee or

ward of a conservatorship, estate, guardianship, trust, or other fiduciary account; or

- co-owner, life tenant, or principal of fiduciary property;

with whom you have a fiduciary or representative relationship is a protected person.

Other required persons or organizations.

Any person or organization that you are required by written agreement or written contract, under a conservatorship, estate, guardianship, trust, or other fiduciary account to provide insurance, and with whom you have a fiduciary or representative relationship is a protected person.

Receiver of fiduciary property. Any person or organization receiving fiduciary property distributed by a trust, conservatorship, guardianship, or estate is a protected person, but only if:

- the receiver is a person or organization with whom you have had a fiduciary relationship related to such fiduciary property prior to distribution; and
- you are required by written contract, written agreement or other document in place to cover the receiver of such fiduciary property.

However, such person or organization will not be considered a protected person after any of the following first occurs:

- Other insurance for such person or organization takes effect.
- This agreement is canceled or expires.
- 60 days from the date such fiduciary property was first distributed to such person or organization.

4. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Business pursuits. We won't cover injury or damage or medical expenses that result from a protected person's business pursuits. However, we won't apply this exclusion to covered business pursuits.

Covered business pursuits means:

- the business or operations of apartments, farms, or ranches;
- the renting or leasing of real property to others; or
- your fiduciary, representative, or trust operations, or the fiduciary,

representative, or trust operations of any of your co-executors, co-fiduciaries, or co-representatives.

Health care professional services. We won't cover injury or damage or medical expenses that result from the performance of, or failure to perform, any health care professional service.

Health care professional service includes:

- medical, surgical, dental, x-ray, nursing, mental health, psychiatric, chiropractic, holistic, counseling, or other similar health care professional services or treatments, and the furnishing of food or beverages with such services or treatments;
- furnishing or dispensing of medications, drugs, blood, blood products, tissue, or medical, dental, surgical or psychiatric equipment, supplies or appliances;
- the handling of, or the performance of postmortem procedures on, human bodies, including autopsies and the harvesting of organs;
- evaluating, or responding to an evaluation of, the professional qualifications or clinical performance of a provider of any health care professional service when done by or for any of your formal review boards or committees;
- communicating, or failing to communicate, to any of your formal review boards or committees, information that relates to their covered activities; and
- carrying out, or failing to carry out, a decision or directive of any of your formal review boards or committees that relates to their covered activities.

Your formal review boards or committees means any formal review board or committee of yours while performing any of the following.

- Evaluating the professional qualifications or clinical performance of a provider of any health care professional service.
- Promoting and maintaining the quality of any health care professional service being provided.

Oil, gas and minerals. We won't cover bodily injury or property damage that results from any drilling, pumping, or mining operation of:

- underground oil;
- gas, geothermal energy, or other hydrocarbons; or
- minerals.

Drilling, pumping or mining operation includes any work or actual operation for drilling a well or digging a mine, including preparation of the ground and the building of roads and facilities, provided it's followed by the construction or erection of a derrick, installation of equipment, and actual digging or drilling in the ground.

We won't apply this exclusion to bodily injury or property damage that results from the protected person's nonoperating working interest in such underground oil, gas, geothermal energy, or other hydrocarbons or mineral lease for any fiduciary property.

Prior events or offenses. We won't cover any injury or damage or medical expenses that result from:

- the ownership, maintenance, or use of fiduciary property;
- operations related to such ownership, maintenance, or use of fiduciary property; or
- the protected person's fiduciary or representative duties related to fiduciary property.

if the:

- bodily injury or property damage is caused by an event that happened;
- personal injury is caused by a personal injury offense committed;
- advertising injury is caused by an advertising injury offense committed; or
- medical expenses that result from bodily injury are caused by an event that happened;

before the protected person's fiduciary or representative relationship with the conservatorship, estate, guardianship, trust, or other fiduciary account which governs such fiduciary property began.

5. The following is added to the Control of property exclusion. This change excludes coverage.

We'll consider fiduciary property to be property that you own.

6. The following replaces the second bullet of the Control of property exclusion, but only with respect to fiduciary property. This change excludes coverage.

We won't cover property damage to premises that any protected person sells, gives away, or abandons if the damage results from any part of those premises. But we won't apply this exclusion part to premises which are their completed work and were never occupied, rented, or held for rental by them.

7. The following replaces the definition of Your products in the Products and completed work total limit section. This change limits coverage.

Your products means any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by:

- you;
- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products includes:

- all containers, equipment, materials, or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your products.

Your products also includes any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by any protected person.

But we won't consider the following to be your products:

- Goods or products that are still in a protected person's physical possession or on a premises that a protected person rents, leases, or borrows from others, or owns.
- Real property.
- Containers that are vehicles provided with or for your products.

- Property that's rented or leased to others.
- Property that a protected person hasn't sold, but which a protected person allows others to use. For example, a vending machine.

8. The following replaces the definition of Your completed work in the Products and completed work total limit section. This change limits coverage.

Your completed work means your work that:

- is completed, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete; or
- has been abandoned by any protected person.

We'll consider your work to be completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Your completed work includes:

- any warranty provided with or for your completed work;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your completed work; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your completed work.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials or parts, or tools.
- Work done in connection with transporting property.

- Any premises or other real property owned by a protected person.
- Any work done to a premises or other real property that a protected person rents, leases, or borrows from others, or owns.
- Any work while on a premises that a protected person rents, leases, or borrows from others, or owns.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work if:

- the vehicle isn't owned or operated by a protected person;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

We explain the term loading or unloading in the Auto exclusion.

9. The following replaces the definition of Your work in the Products and completed work total limit section. This change limits coverage.

Your work means any:

- work being performed by or for any protected person; or
- service being provided by or for any protected person.

Your work includes:

- all equipment, materials, parts, or tools being provided or used with or for your work;
- any statement being made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions being provided, or that should have been provided, with or for your work.

Other Terms

All other terms of your policy remain the same

<i>SERFF Tracking Number:</i>	<i>TRVD-125899072</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Athena Assurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-09-0110-ATH</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>Fiduciary Liability Forms/2008-09-0110-ATH</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	TRVD-125899072	State:	Arkansas
Filing Company:	Athena Assurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	2008-09-0110-ATH		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0001 Commercial General Liability
Product Name:	General Liability		
Project Name/Number:	Fiduciary Liability Forms/2008-09-0110-ATH		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	12/02/2008
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Comments:

Attachments:

AR NAIC Transmittal Doc.pdf

AR NAIC Form Filing Schedule.pdf

Satisfied -Name:	Filing Memo	Review Status:	Approved	12/02/2008
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Comments:

Attachment:

Filing Memo.pdf

Satisfied -Name:	Forms Index	Review Status:	Approved	12/02/2008
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Comments:

Attachment:

CW Forms List.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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h. Subject Codes																					


3. Group Name	Group NAIC #
The Travelers Insurance Companies, Inc.	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Athena Assurance Company	MN	41769	41-1435765	

5. Company Tracking Number	2008-09-0110-ATH
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kathy Pohlman 385 Washington St. St. Paul, MN 55102	Sr. Regulatory Analyst	651-310-5573 800-328-2189 Ext. 05573	651-310-4361	Kpohlman@travelers.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Kathy Pohlman

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0000 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 12/24/2008 Renewal: 01/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	November 24, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-09-0110-ATH
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our company respectfully submits the attached Commercial General Liability filing for your review and consideration.

This submission is a revision of three Fiduciary Property Liability endorsements used with our Commercial General Liability Protection form. There is no special rating associated with the use of these forms. Please refer to the enclosed Form Index and Filing Memorandum for additional information.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>ARKANSAS Check #: N/A – EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	2008-09-0110-ATH			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Fiduciary Property Liability Limitation Endorsement	43391 Rev. 9-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	43391 Rev. 1-96	Our Company #: 1996-11-0037
02	Fiduciary Property Liability Exclusion Endorsement	43573 Rev. 9-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	43573 Rev. 1-96	Our Company #: 1996-11-0037
03	Fiduciary Property Liability Endorsement	43884 Rev. 9-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	43884 Rev. 1-96	Our Company #: 1996-11-0037
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Filing Memorandum
Filing #2008-09-0110

In this filing we are revising three optional Fiduciary Property Liability endorsements used with our Commercial General Liability Protection form. There is no rating associated with the use of these endorsements. Please see below for a description of the changes to these forms.

43391 Rev 9-08, Fiduciary Property Liability Limitation Endorsement

This endorsement would allow us to provide coverage for an insured's trust operations/properties under a CGL that is separate from their main CGL (the one that is covering their 'typical' banking-type operations/properties). It limits the CGL to apply only to the trust operations/properties.

This form replaces the Rev. 1-96 edition currently on file.

43573 Rev. 9-08, Fiduciary Property Liability Exclusion Endorsement

This endorsement excludes coverage for any trust operations/properties under the CGL. This would be used when the trust operations/properties are being covered elsewhere, when the financial institutions does not have any trust operations/properties, or when we do not write the trust operations/properties.

This form replaces the Rev. 1-96 edition currently on file.

43884, Rev. 9-08, Fiduciary Property Liability Endorsement

This endorsement extends coverage under the CGL to include trust operations/properties when we are covering all of the financial institution's operations (including trust properties) under the same CGL.

This form replaces the Rev. 1-96 edition currently on file.

Forms Index

Filing #2008-09-0110

Form Number	Edition Date	Form Name/ Description	New/Replacement	Broaden/ Restrict/ Other	Rate or Premium Impact?	Mandatory or Optional	Explain Coverage Change [or note that the explanation is in the side-by-side comparison] (If Reference Filing-Name Agency)
43391	Rev. 9-08	Fiduciary Property Liability Limitation Endorsement	43391 Rev. 1-96	Restricts	No	Optional	See memorandum
43573	Rev. 9-08	Fiduciary Property Liability Exclusion Endorsement	43573 Rev. 1-96	Restricts	No	Optional	See memorandum
43884	Rev. 9-08	Fiduciary Property Liability Endorsement	43884 Rev. 1-96	Broadens	No	Optional	See memorandum